

MEMORANDUM OF UNDERSTANDING

Between

The Whipple Free Library, acting through its Board of Trustees (hereinafter "Library") and
The Town of New Boston (acting through its Select Board) (hereinafter "Town")

The parties to this Memorandum of Understanding (MOU) agree to the following:

Article I: Purpose and Scope

WHEREAS, the Library is a "Public Library" as defined under N.H. RSA 202-A:2; and

WHEREAS, the Board of Trustees for the Library are responsible for "the entire custody and management of the public library and of all the property of the town relating thereto," pursuant to N.H. RSA 202-A: 6; and

WHEREAS, the building where the Library is currently housed was constructed and donated to the Town of New Boston for the specific purpose of housing the Library in 2010; and

WHEREAS, the Town has been providing certain administrative and bookkeeping support and services to the Library; and

WHEREAS, the Town has also been providing certain grounds keeping and other maintenance services to the Library; and

WHEREAS, the Board of Trustees is legally empowered to appoint the Librarian and all other Library employees, and has the exclusive power to manage, direct, discharge or remove those employees; and

WHEREAS the Town and Library desire to continue to maintain a cordial and cooperative working relationship in order to maintain a high-quality free public library for the citizens of New Boston; and

WHEREAS the parties desire to enter into a more formal written agreement to better clarify the relationship between the Town and the Library, and the respective roles and responsibilities of each;

THEREFORE, the Town and the Library hereby agree as follows:

Article 2: Terms and Conditions

1. The town will continue to provide payroll services to the Library, consistent with those being performed at present.

2. Consistent with N.H. RSA 202-A:11, II the Library will "prepare an annual budget indicating what support and maintenance of the free public library will be required out of public funds" which will be included in the budget presented by the Town on Town warrant. It is understood that the Town retains the right and ability to offer a budget recommendation to the Library on the proposal submitted by the Library.

3. The Library will submit a separate budget request for new construction, capital improvements of existing library property. Prior to submission of a budget request for new construction or capital improvements, the Library will meet and confer with the CIP Committee. The Town retains the right and ability to offer its own budget recommendation on any capital budget item.

4. The Library will continue to participate in the Town's property and liability insurance, health insurance, employee benefits, and training programs, at no additional cost to the Library. The Town will continue to insure the Library building and contents against fire and property damage.

5.

a. The Town agrees that it will provide the following maintenance services to the Library, in a timely manner:

- Snow removal – access road, parking lot and walkways
- Lawn mowing
- Weed whacking
- Fire safety inspections
- Security alarm maintenance (Library Budgeted)
- Periodic police patrolling of library grounds
- Parking lot repainting and restriping as needed
- Parking lot sweeping in the spring

b. The Town further agrees that it may provide other small incidental maintenance items as time allows.

6. The parties recognize and agree that the Library employees are not "Town employees" but are employed by the Library. *See, Town of Littleton v. Kathryn Taylor*, 138 N.H. 419 (1994) ("We find no error in the trial court's finding that the defendant's employment as librarian of the Littleton Public Library does not equate to employment by the Town of Littleton.").

7. Pursuant to RSA 202-A:6, 202-A:11 and 202-A:11-a, the Library will continue to: expend trust funds consistent with the specific trust fund; retain funds received from Library income-generating equipment and place such funds in a non-lapsing account for expenditure by the Library; make any rule or policy relative to the operation of the Library, adopt a Library Personnel Policy for Library employees, appoint the employees of the Library, and set their compensation consistent with the Library's Personnel Policy.

8. The Library Trustees agree to:

- a. Send the Library Director to Town Administrator staff meetings.
- b. Meet with the Select Board annually to discuss accomplishments and goals for the Library.
- c. Work with Select Board/Finance Committee and Town Administrator to develop a Library Budget which will support the Library's needs yet try to meet the Select Board/Finance Committee's suggestions for budget increases or decreases.
- d. Work with the CIP Committee to develop a plan to pay for large library building maintenance expenses.

9. Nothing in this Memorandum of Understanding should be construed to limit the powers and/or responsibilities of the Library Trustees as set out under New Hampshire law.

Article 3: Term

This agreement shall become binding on the parties when signed, and shall continue in force until either the Library or the Town notifies the other party of its intent to amend or terminate the agreement.

This MOU describes the general conditions and arrangements for future cooperation between the concerned parties. By their signature below, the parties agree to its terms and conditions.

For the New Boston Whipple Free Library Board of Trustees,

William Gould, Chair

William Gould, Treasurer Binny Clark, Secretary

Richard Backus Betsy Holmes

Marie Danielson Tom Mohan

Craig Anderson

For the Town of New Boston,

Dwight Lovejoy, Chair Joe Constance

Christine Quirk Peter Flynn, Town Manager

v. 3

August 2015